

1 GRIFFITH H. HAYES, ESQ.  
Nevada Bar No. 7374  
2 DANIEL B. CANTOR, ESQ.  
Nevada Bar No. 14180  
3 **LITCHFIELD CAVO LLP**  
3993 Howard Hughes Parkway, Suite 100  
4 Las Vegas, Nevada 89169  
Telephone: (702) 949-3100  
5 Facsimile: (702) 916-1776  
hayes@litchfieldcavo.com  
6 zimmer@litchfieldcavo.com

7 *Attorneys for Defendants FF&E Refinishing NV, LLC,*  
8 *FF&E Refinishing, LLC and Robert Mario Insenga*

9 **UNITED STATES DISTRICT COURT**

10 **DISTRICT OF NEVADA**

11 BOARD OF TRUSTEES OF THE PAINTERS  
AND FLOOR COVERERS JOINT  
12 COMMITTEE; BOARD OF TRUSTEES OF  
THE EMPLOYEE PAINTERS' TRUST;  
13 BOARD OF TRUSTEES OF THE PAINTERS,  
GLAZIERS AND FLOORCOVERERS JOINT  
14 APRENTICESHIP AND JOURNEYMAN  
TRAINING TRUST; BOARD OF TRUSTEES  
15 OF THE PAINTERS, GLAZIERS AND  
FLOORCOVERERS SAFETY TRAINING  
16 TRUST FUND ; BOARD OF TRUSTEES OF  
THE SOUTHERN NEVADA PAINTERS AND  
17 DECORATORS AND GLAZIERS LABOR-  
MANAGEMENT COOPERATION  
18 COMMITTEE TRUST; BOARD OF  
TRUSTEES OF THE SOUTHERN NEVADA  
19 GLAZIERS AND FABRICATORS PENSION  
TRUST FUND; PDCA/FCA INDUSTRY  
20 PROMOTION FUND; PAINTERS  
ORGANIZING FUND; SOUTHERN NEVADA  
21 PAINTERS AND GLAZIERS MARKET  
RECOVERY TRUST FUND; BOARD OF  
22 TRUSTEES OF THE INTERNATIONAL  
PAINTERS AND ALLIED TRADES  
23 INDUSTRY PENSION FUND; BOARD OF  
TRUSTEES OF THE FINISHING TRADES  
24 INSTITUTE; PAINTERS AND ALLIED  
TRADES LABOR-MANAGEMENT  
25 COOPERATION INITIATIVE; and  
INTERNATIONAL UNION OF PAINTERS  
26 AND ALLIED TRADES DISTRICT COUNCIL  
16,

27 Plaintiffs,

28 v.

CASE NO.: 2:19-CV-02056-JCM-BNW

**STIPULATION AND ORDER TO:**

1. **EXTEND TIME FOR PLAINTIFF  
TO AMEND THEIR COMPLAINT  
AND**
2. **DELAY THE START OF  
DISCOVERY FOR FOURTEEN  
(14) DAYS PENDING  
SETTLEMENT NEGOTIATIONS**

FF&E REFINISHING NV, LLC, a Nevada limited-liability company; FF&E REFINISHING, LLC, a Georgia limited-liability company; ROBERT MARIO INSENGA, an individual; ARIA RESORT & CASINO HOLDINGS, LLC, a Nevada limited-liability company; JOHN DOES I-XX, inclusive; and ROE ENTITIES I-XX, inclusive,

Defendants.

It is hereby stipulated by and between the parties through their counsel, Plaintiffs (“Plaintiffs”), Defendant Aria Resort & Casino LLC (“Aria”), and Defendants FF&E Refinishing NV, LLC (“FF&E Refinishing NV”), FF&E Refinishing, LLC (“FF&E Refinishing”) and Robert Mario Insenga (“Insenga”)(FF&E Refinishing NV, FF&E Refinishing and Insenga collectively referred to as “FF&E Defendants”) and non-party Markel Surety dba SureTec Insurance Company/SureTec Indemnity Company<sup>1</sup> (“SureTec”)(Plaintiffs, Aria, SureTec, and FF&E Defendants are collectively referred to as the “Parties”) as follows:

1. The Parties are currently engaged in settlement negotiations in the hope of completely resolving the instant litigation. The Parties have agreed that if there is no settlement, Plaintiffs will have until June 4, 2020 to file an amended complaint to, *inter alia*, assert causes of action against SureTec regarding enforcement of a certain bond, no. 3406804 (the “Bond”). The Parties also agree that any applicable statute of limitations that would apply to any of Plaintiffs’ Enforcement and Collection claims against the Bond shall be tolled through June 4, 2020.

2. Plaintiffs reserve all rights against the Bond. SureTec reserves all of its rights and defenses as to the Bond, including but not limited to, the defense that the Plaintiffs’ collection rights under the Bond are limited by the terms of the Bond.

3. The Parties have also agreed to briefly delay the start of discovery to June 5, 2020.

4. The Parties agree that no prejudice will result to any party by agreeing to the terms of this Stipulation.

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<sup>1</sup> SureTec is not a named party in this Case and acknowledges that should it be required to formally make an appearance herein, beyond its limited appearance for purposes of this Stipulation only, it will do so through licensed counsel pursuant to *U.S. v. High Country Broadcasting Co., Inc.*, 3 F.3d 1244 (1993).

5. This Stipulation promotes the interest of judicial economy and efficiency and in no way affects this case from proceeding efficiently and does not change any potential trial date.

Dated: May 27, 2020

**LITCHFIELD CAVO LLP**

By: /s/ Daniel B. Cantor, Esq.  
GRIFFITH H. HAYES, ESQ.  
Nevada Bar No. 7374  
DANIEL B. CANTOR, ESQ.  
Nevada Bar No. 14180  
3993 Howard Hughes Parkway, Suite 100  
Las Vegas, Nevada 89169  
T: 702-949-3100/F: 702-916-1779  
*Hayes@LitchfieldCavo.com*  
*Zimmer@LitchfieldCavo.com*  
*Attorneys for Plaintiff*

Dated: May 27, 2020

**CHRISTENSEN JAMES & MARTIN, CHTD.**

By: /s/ Kevin B. Archibald, Esq.  
KEVIN B. ARCHIBALD, ESQ.  
Nevada Bar No. 13817  
7440 W. Sahara Avenue  
Las Vegas, Nevada 89117  
T: 702-255-1718  
*kba@cjmlv.com*  
*Attorneys for Plaintiffs, Board of Trustees of the*  
*Painters & Floorcoverers Joint Committee, et al.*

Dated: May 27, 2020

**MGM RESORTS INTERNATIONAL**

By: /s/ Kelly R. Kichline, Esq.  
KELLY R. KICHLINE, ESQ.  
Nevada Bar No. 10642  
6385 S. Rainbow Blvd, Suite 500  
Las Vegas, NV 89118  
T: 702-692-5651  
*kkichline@mgmresorts.com*  
*Attorneys for Defendant Aria Resort & Casino*  
*LLC*

Dated: May 27, 2020

**MARKEL SURETY dba SURETEC INSURANCE  
COMPANY/SURETEC INDEMNITY COMPANY**

By: \_\_\_\_\_  
Cynthia Vincent, its \_\_\_\_\_

**IT IS SO ORDERED.**

Date: June 1, 2020.

  
United States Magistrate Judge

